PLAINTIFF'S EXHIBIT TPI-70

ACKNOWLEDGMENT OF ORDER

We acknowledge with Thanks receipt of your order No. 543027
Received 1-7-86 for 1 Dry Foundry Sand for 1986
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UNLESS OTHERWISE SPECIFICALLY PROVIDED BY SEPARATE WRITTEN AGREEMENT SIGNED BY PARTIES, OUR ACCEPTANCE OF YOUR ORDER IS CONDITIONED UPON YOUR ASSENT TO THE TERMS SPECIFIED BELOW WHICH SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN PARTIES, AND NO OTHER TERMS SHALL BE OF ANY EFFECT.

TO:
Tyler Pipe Industries, Inc.
P.O. Box 2027
Tyler, Texas 75710

("Buyer")

Pennsylvania Glass Sand Corporation
P.O. Box 187
Berkeley Springs, West Virginia 25411

By Jack T Body
Vice President

("Seller")

Issued by Central Order Department 01-8690-35

By Carolyn Kelley 1-7-86
Date

SELLER'S STANDARD TERMS OF SALE

1. TERMS OF PAYMENT. If Seller extends credit, all invoices shall be due and payable within thirty (30) days from their date. Credit terms may be changed or withdrawn at any time.

2. PRICE CHANGES. Price for products shipped shall be Seller's price in effect upon date of shipment.

3. TAXES. Buyer shall reimburse Seller for all taxes, excises or other charges which Seller may be required to pay to any government (national, state or local) upon, or measured by, the production, sale, transportation, delivery or use of the products sold hereunder.

4. DELIVERY TERMS

   (a) Goods shall be sold f.o.b. Seller's plant.

   (b) Buyer shall, subject to Seller's available facilities at the shipping point, determine its desired mode of transportation and the carrier and notify Seller thereof.

5. LIABILITY AND DISCLAIMER OF WARRANTIES

   (a) SELLER MAKES NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY, AND BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCTS PURCHASED, WHETHER USED SINGLY OR IN COMBINATION WITH OTHER SUBSTANCES. TAKING DELIVERY OF THE PRODUCTS SHALL CONSTITUTE AN ACCEPTANCE OF THE SAME ON AN AS IS BASIS.

   (b) BUYER'S EXCLUSIVE REMEDY AND SELLER'S SOLE LIABILITY ON ANY CLAIM, WHETHER TORT, CONTRACT OR WARRANTY, SHALL BE LIMITED TO REIMBURSEMENT OF BUYER'S ACTUAL F.O.B. COST OF THE PRODUCTS AND IN NO EVENT SHALL SELLER BE LIABLE FOR INDEMNIFICATION OF OR CONTRIBUTION TO BUYER ON ACCOUNT OF ANY CLAIM ASSERTED AGAINST BUYER, OR FOR ANY OTHER OR FURTHER DAMAGES WHATSOEVER, WHETHER DIRECT OR INDIRECT.

   (c) SINCE BUYER HAS AND SELLER DOES NOT HAVE SUPERVISION AND CONTROL OF THE WORKPLACES AND WORKING CONDITIONS OF BUYER'S EMPLOYEES, BUYER AGREES TO HOLD SELLER HARMLESS FROM, AND TO INDEMNIFY SELLER AGAINST ANY AND ALL LOSS OR LIABILITY, COSTS, EXPENSES AND REASONABLE ATTORNEY FEES FOR ANY AND ALL CLAIMS, ACTIONS AND CAUSES OF ACTION FOR INJURIES TO OR DEATH OF EMPLOYEES OR FORMER EMPLOYEES OF BUYER ARISING IN CONNECTION WITH THEIR USE OF THE PRODUCTS SOLD HEREUNDER IN THE COURSE OF THEIR EMPLOYMENT WITH BUYER.

6. WARNING: THIS PRODUCT CONTAINS FREE SILICA WHICH IS HAZARDOUS. BREATHING THE DUST MAY CAUSE THE OCCUPATIONAL DISEASE SILICOSIS. FOLLOW OSHA HEALTH STANDARDS FOR SILICA DUST. WARN YOUR EMPLOYEES (AND YOUR CUSTOMERS-USERS IN CASE OF RESALE) OF THE HAZARD AND OF THE OSHA PRECAUTIONS TO BE USED. CONTACT SELLER IF YOU WANT FURTHER INFORMATION ABOUT THE OSHA PRECAUTIONS. BUYER, BY TAKING DELIVERY OF THIS PRODUCT, AGREES TO WARN ITS EMPLOYEES (AND ITS CUSTOMERS-USERS IN CASE OF RESALE) OF THE HAZARD OF IMPROPERLY USING THIS PRODUCT WHICH MAY RESULT IN THE DISEASE SILICOSIS.

7. EXCUSES FOR NON-PERFORMANCE. If the production, transportation, delivery or receipt by either party of any products covered hereby is prevented, restricted or interfered with by reason of any event or cause whatsoever beyond the reasonable control of the party so affected, such party shall be excused from making or taking deliveries hereunder to the extent of such prevention, restriction or interference. If, by reason of any such event or cause, the quantities of the products covered hereby or of any materials used in the production thereof, reasonably available to Seller, shall be less than its total needs for sale, Seller may allocate its available supply of any such products among its existing or prospective purchasers in such manner as Seller deems proper, without thereby incurring liability for failure to perform this contract.

8. FAIR LABOR STANDARDS ACT. Seller represents that with respect to the production of the products covered hereby, it has fully complied with the Fair Labor Standards Act of 1938, as amended.